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*Attorneys for Martinrea International, Inc.*

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

In re

General Motors Corp., *et al.*,

Debtors.

Chapter 11

Case No. 09-50026 (REG)

(Jointly Administered)

**SECOND LIMITED OBJECTION OF MARTINREA INTERNATIONAL, INC. TO  
DEBTORS' NOTICE OF INTENT TO ASSUME AND ASSIGN CERTAIN  
EXECUTORY CONTRACTS, UNEXPIRED LEASES OF PERSONAL PROPERTY,  
AND UNEXPIRED LEASES OF NONRESIDENTIAL PROPERTY**

Martinrea International, Inc. and its subsidiaries (collectively, "Martinrea"), by and through its undersigned counsel, for its Second Limited Objection (the "Second Cure Objection") to the proposed Cure Amount listed on Debtors' Contract Notices website (the "Website") pursuant to this Court's Sale Procedures Order and paragraph A of the Assumption and Assignment Notice respectfully represent:

1. On June 1, 2009 (the “Petition Date”), the Debtors filed their voluntary petition for relief in this Court under Chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the “Bankruptcy Code”).

2. Prior to the Petition Date, Martinrea entered into various contracts, purchase orders, and agreements whereby Martinrea would provide goods and services in exchange for timely payments of same by Debtors (collectively, the “Contracts”).

3. Pursuant to the Sale Procedures Order, the Debtors delivered their Second Assumption and Assignment Notice dated June 15, 2009, which included instructions to access the Website on which Martinrea could view a listing of those executory contracts Debtors may seek to assume and assign in connection with the sale of substantially all of their assets, and by their calculations, any corresponding proposed Cure Amount in connection with such contract or leases.

4. At the time this Second Cure Objection was filed, the Website identified 5,069 Contracts the Debtors may seek to assume and assign in connection with the sale of substantially all of their assets and a total Cure Amount of US\$7,693,994.86 due and owing to Martinrea under the identified Contracts.

5. Martinrea does not object to the assumption and assignment of its Contract(s) *per se* and has begun, or is prepared to begin, its efforts to reach a consensual resolution of the Cure Amount with Debtors. As the Cure Amount has not yet been resolved, however, Martinrea, for purposes of preserving its objection rights as to the proposed Cure Amount, makes this Second Cure Objection pursuant to paragraph 8 of the Second Assumption and Assignment Notice.

**Limited Objection to Proposed Cure Amount**

6. Martinrea objects to the proposed Cure Amount listed on the Website as it does not fully cure and compensate Martinrea for Debtors' default(s). According to Martinrea's books and records, the correct Cure Amount is approximately US\$35,931,548.14.

7. Martinrea reserves its right to amend or supplement this Second Cure Objection if, for example, Debtors seek to assume and assign additional Contracts after the Objection Deadline or if there are additional Cure Amounts relating to defaults under the Contracts that occur or continue to occur after the Petition Date. Further, by filing this Second Cure Objection, except to the extent governed by a Trade Agreement executed prior to the Objection Deadline, Martinrea does not waive any other rights, claims, or interests it has or may have under the Contracts as provided by the Contracts or as a matter of non-bankruptcy law, all of which are expressly preserved.

WHEREFORE, Martinrea respectfully requests that the Court (a) condition any assumption and assignment of the Contracts on (i) the payment in full for all outstanding amount(s) due to Martinrea under the Contracts in compliance with section 365 of the Bankruptcy Code and (ii) compliance with any other applicable law and (b) grant such other and further relief as the Court deems just and proper.

Dated: New York New York  
June 29, 2009

BUTZEL LONG, a professional corporation

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